* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Reserved on : 11.08.2026
Pronounced on : 14.10.2026
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CNR No. DLHC011071932018

\+ **W.P.(C) 3877/2018**

SURESH PAL ..... Petitioner
Through: Mr. P. S. Sridhar Raj, Mr.Abhishek Pandey, Ms. Sharmila Lenka, Advocates (M: No.9858746119).

versus

NATIONAL COUNCIL OF APPLIED ECONOMIC RESEARCH .....Respondent
Through: Mr. Rajesh Kumar Gogna and Mrs.Simran, Advocates

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT

CM APPL. 42468/2019 (direction)

1. The present application has been filed by the respondent under Section 151 CPC seeking to place on record (i) the internal noting dated 03.01.2001, (ii) the inter-office memo dated 03.01.2001, whereby the petitioner's term of employment was extended up to 31.12.2001, and (iii) the internal noting dated 21.12.2001.

2. As all three annexures are already on record, the application stands disposed of.

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W.P.(C) 3877/2018

1. The present petition has been filed assailing the impugned Award dated 18.12.2015 whereby, the Labour Court rejected the claim application preferred by the petitioner/workman.

2. Briefly, the petitioner had raised an industrial dispute claiming that, although he had joined the management in April 1998 as a helper, an appointment letter was issued to him only on 01.12.1999, mentioning his consolidated salary to be Rs.4,000/-. He was employed to attend to the photostat machine, gardening, field work, helping electrician and peon. He also claimed he was denied the benefits of ESI and PF. A charge sheet also was issued to him on 23.05.2001, alleging that he had tampered with the appointment letter by overwriting the salary of Rs.2,000/- in place of Rs. 4,000/-. He claimed that the management had obtained his signatures on blank papers. His salary was reduced to Rs.2,000/- vide letter dated 03.01.2001, which was less than the minimum wages. He further claimed that his services were illegally terminated on 31.12.2001. The following reference was forwarded by the Government of NCT of Delhi to the Labour Court:

> *"Whether Shri Suresh Pal S/o Sh. Imrit Singh has left his services of his own after taking full and final payment of his dues or his services have been terminated illegally and / or unjustifiably by the management and if so, to what sum of money as monetary relief along with consequential benefits in terms of existing laws / Govt. notifications and to what other relief is he entitled and what directions are necessary in this respect?"*

3. The management appeared and claimed that it was an

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independent society functioning on a no-profit, no loss basis and was a premier institute for applied economic research in the country. On merits, it was claimed that the petitioner had been appointed as a helper for a fixed period of two months in the project "Census of Handicraft Artisans", pursuant to his application dated 15.11.1999. The appointment was for a specific fixed period, with the understanding that the same was in relation to a particular project. The contract was extended from time to time and eventually came to an end on 31.12.2001 due to an efflux of time. The Labour Court framed following issues for determination: -

> *"1. Whether the management is not industry as per Section 2(j) of the ID Act as stated in para 1 of PO of WS, if so, its effect?0PM.*
>
> *2. Whether the services of claimant came to an end on the expiry of extended term of employment as stated in para 7 of reply on merits of WS, if so its effect? OPM.*
>
> *3. As per terms of reference."*

4. The first issue was answered in favor of the petitioner by holding the respondent to be an industry. While answering the second issue in favour of the management, the Labour Court came to the conclusion that the appointment was for a specific project and a fixed period of time, and that on expiry of the said period, the appointment came to an end automatically. It was accordingly held that the cessation of his services did not amount to termination by way of retrenchment.

5. Learned counsel for the petitioner contends that, while passing

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the impugned Award, the Labour Court failed to appreciate that the petitioner was not a contractual but a permanent employee. In this regard, reference is made to the salary chart for the month of February, 2001. The petitioner has relied upon four sets of salary records pertaining to different sets of employees. The first pertain to 'administrative staff', wherein name of the petitioner was also reflected. The other three salary charts pertain to employees engaged as 'professional staff', 'contractual staff', and 'temporary staff', wherein the name of the appellant does not figure. The said documents were exhibited as Ex. WW1/M1. Learned counsel for the petitioner further relies upon the statement of accounts, exhibited as Ex. WW1/M4, relating to the payment of arrears of wages for the period from May 1999 to September 1999, which, according to him, establishes that he had joined the respondent's services much prior to 01.12.1999. Lastly, it is submitted that, although repeated extensions were granted, the last extension was granted on 31.07.2000 for a period of six months, nevertheless, the petitioner continued to work till 31.12.2001.

6. Learned counsel for the respondent, on the other hand, reiterates the submissions made before the Labour Court and contends that the petitioner had submitted an application seeking appointment, which itself indicated that the engagement was related to a specific project and was not permanent. Learned counsel has also referred to the letter dated 21.12.2001, whereby the petitioner was informed that he would be relieved from service on 31.12.2001. During the course of arguments, it was noted that the said letter was neither signed nor was

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any postal receipt evidencing its communication placed on record.

7. Having heard learned counsel for the parties, the sole issue that arises for consideration is whether the petitioner was engaged on a contractual basis for a specific project or was a permanent employee.

8. In the proceedings before the Labour Court, the petitioner admitted that he had sent his application seeking appointment. A perusal of the said application would show that the petitioner had a knowledge that the position of a helper was available in the project *'Census of Handicraft Artisans'*. Although he denied having being issued an appointment letter, it was his that neither the appointment letter nor its terms had been ever communicated to him. Similarly, he denied receiving any termination letter. It is, however, not in dispute that the services of the petitioner were for the aforesaid specific project. It is not his case that he provided services for any other project.

9. The mere reflection of the petitioner's name in the salary chart under the head of administrative staff, or the payment of arrears of wages for an earlier period, would not, by itself, establish that he was appointed on a permanent basis. These documents have to be read along with the application for employment, the appointment letter and the subsequent extensions. Considered cumulatively, the material on record does not establish that the petitioner's engagement was permanent.

10. It is the specific case of the respondent that the said project has come to an end, which is also not disputed. The record further reflects that the petitioner's engagement was extended from time to time and

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that the respondent had made payments towards the arrears of wages in June,2003.

11. Once the cessation of the petitioner's services is found to fall within the exception contained in Section 2(oo)(bb) of the Industrial Disputes Act, 1947(hereinafter the ID Act) the same would not amount to retrenchment, and the question of compliance with Section 25-F of the ID Act would not arise.

12. At this stage, reference may be made to the decisions of the Supreme Court in *Haryana State F.C.C.W. Store Ltd. v. Ram Niwas*[1], *and Escorts Ltd. v. Presiding Officer*[2]. These decisions recognise that where an engagement is for a specific purpose and a particular period, and the services come to an end upon expiry of the stipulated term, such cessation may fall within Section 2(oo)(bb) of the ID Act and would not constitute retrenchment. In the present case, the petitioner's engagement was for a specific project and for a fixed period. The material on record, including the application for employment and the successive extensions, supports the respondent's case that the engagement was project-specific and contractual.

13. The Court is also conscious of the limited jurisdiction available under Article 227 of the Constitution of India. In *Estralla Rubber v. Dass Estate (P) Ltd.*[3], the Supreme Court held that the High Court does not exercise appellate jurisdiction under Article 227 and ought not to interfere with findings of fact unless they suffer from perversity or a

[1] (2002) 5 SCC 654
[2] (1997) 11 SCC 521
[3] (2001) 8 SCC 97

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jurisdictional infirmity. In the present case, no such ground for interference has been made out.

14. In view of the above, I find no ground to interfere with the impugned award and the same is upheld.

15. Accordingly, the present petition is dismissed.

(MANOJ KUMAR OHRI)
JUDGE

OCTOBER 14, 2026/na

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